

SHELBY COUNTY BOARD OF COMMISSIONERS  
AGENDA ROUTE SHEET

CA086617

Referred to Commission Committee (name) \_\_\_\_\_

For Commission Action on (date) June 2, 2008

DESCRIPTION OF ITEM:

RESOLUTION APPROVING CONTRACT WITH ENSCOR, LLC IN THE AMOUNT NOT TO EXCEED \$492,203.46 AND A CHANGE ORDER ALLOWANCE NOT TO EXCEED \$49,220.54 FOR THE INSTALLATION OF SANITARY SEWER IMPROVEMENTS AND AMENDING THE FY08 BUDGET FOR THE CORRECTIONS FUND IN THE AMOUNT OF \$541,424.00. THIS RESOLUTION WILL REQUIRE THE EXPENDITURE OF NOT TO EXCEED \$541,424.00 FROM THE CORRECTIONS FUND. SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

\_\_\_\_\_ This Action does NOT require expenditure of funds.

X This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ \_\_\_\_\_ ; County CIP Funds- \$ \_\_\_\_\_

State Grant Funds: \$ \_\_\_\_\_ ; State Gas Tax Funds: \$ \_\_\_\_\_

Federal Grant Funds: \$ \_\_\_\_\_

Other funds (Specify source and amount): \$541,424.00 – Corrections Fund

Other pass-thru funds (Specify source and amount): \$ \_\_\_\_\_

Originating Department: Division of Corrections

APPROVAL:

Dept. Head:	<u>John Trusty 377-4501</u> (Type your name & phone #.)	<u>JCT</u> (Initials)	<u>5/19/08</u> (Date)
Division Director:	<u>Andrew Taber 377-4502</u> (Type your name & phone #.)	<u>AT</u> (Initials)	<u>5-19-08</u> (Date)
Finance Dept.	<u>Mike Swift 545-4269</u> (Type your name & phone #.)	<u>MS</u> (Initials)	<u>5/20/08</u> (Date)
County Attorney:	<u>Kathy Johnson 545-4363</u> (Type your name & phone #.)	<u>KJ</u> (Initials)	<u>5-20-08</u> (Date)
CAO/Mayor:	<u>Jim Huntzicker 545-4514</u> (Type your name & phone #.)	<u>JH</u> (Initials)	<u>5/21/08</u> (Date)

## SUMMARY SHEET

### I. Description of Item

This resolution appropriates funds from the Corrections Fund (not CIP Fund) for Sanitary Sewer Improvements to benefit the Division of Corrections and other adjacent county departments.

The Project was designed by SSR Ellers and three responses were received on March 18, 2008 to an RFP that was issued by the County Purchasing Department. ENSCOR, LLC was determined to offer the lowest and best response. They are being awarded the \$492,203.46 construction project.

### II. Source and Amount of Funding

- A. Amount Expended/Budget Line Item – \$541,424.00 from 956-350104-6637, Corrections Division outside contracts. These funds are from the operating budget of the Division of Corrections and are not CIP funds. The County will recover at least 75% of these funds through State reimbursement for housing state prisoners.
- B. All Costs (Direct/Indirect) – All costs of this project are included in this contract.
- C. Additional or Subsequent Obligations or Expenses of Shelby County – ongoing utilities to operate the units and normal maintenance of the lines and equipment.

### III. Contract Items

- A. Type of Contract – Standard county contract for construction type services.
- B. Terms – Provides for 6 months to complete construction for a lump sum cost.

### IV. Additional Information Relevant to approval of this item

Administration recommends approval of this Resolution.



ITEM# \_\_\_\_\_

PREPARED BY John Trusty

COMMISSIONER \_\_\_\_\_

APPROVED BY Kathy Johnson

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RESOLUTION APPROVING CONTRACT WITH ENSCOR, LLC IN THE AMOUNT NOT TO EXCEED \$492,203.46 AND A CHANGE ORDER ALLOWANCE NOT TO EXCEED \$49,220.54 FOR THE INSTALLATION OF SANITARY SEWER IMPROVEMENTS AND AMENDING THE FY08 BUDGET FOR THE CORRECTIONS FUND IN THE AMOUNT OF \$541,424.00. THIS RESOLUTION WILL REQUIRE THE EXPENDITURE OF NOT TO EXCEED \$541,424.00 FROM THE CORRECTIONS FUND. SPONSORED BY COMMISSIONER SIDNEY CHISM.

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WHEREAS, The Division of Corrections has budgeted a Capital Improvement Program Project for several years for sanitary sewer improvements to include connecting to the City of Memphis Sewer Interceptor Line in order to improve removal of wastes and reduce constant maintenance costs; and

WHEREAS, The Division of Corrections has accumulated some fund balance over the last few years by experiencing a higher collection from the State for felons than had been budgeted and can use those funds instead of bonded debt from CIP funds to construct this project; and

WHEREAS, The Division of Corrections will include the cost of this sewer line as a part of its assets for purposes of calculating its cost per day and should recover about 75% of its cost from the State of Tennessee in connection with housing felons; and

WHEREAS, The City of Memphis has constructed a 72 inch Sewer Interceptor Line across right of way near the rear of the Corrections complex and the current sewer lines are small, old and connect to a 12 inch city line running behind the State prison and north toward Summer Avenue ; and

WHEREAS, Other county departments in the area will benefit from this project, including Codes Enforcement, County Engineering, Road Department, Service Station, Fleet Services and the Sheriff, since their wastes all run through the same sewer lines; and

WHEREAS, This project has been coordinated with all affected departments to minimize costs while maximizing the timing, location and benefits such as coordination with the addition to the Law Enforcement Training Academy and reducing the need for some current sewer lift stations; and

WHEREAS, The Road Department will remove a portion of its concrete storage pad for gravel to allow the contractor to lay the new line, since the Road Department is a user of this line; and

WHEREAS, Request for Proposal Number 08-002-48 was prepared based on a project designed by SSR Ellers and issued with responses due on March 18, 2008, and ENSCOR, LLC was determined to offer the lowest and best response after a thorough review of the three proposals received and therefore the resulting contract was prepared pursuant to Shelby County Purchasing Policies and Procedures in the amount of \$492,203.46; and

WHEREAS, Projects like this one often experience unforeseen adjustments during the construction process and it is therefore wise to establish a 10% allowance for extra work; and

WHEREAS, It is necessary to amend the FY08 budget of the Division of Corrections to authorize this project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY08 budget for the Corrections Fund is hereby amended in the amount of \$541,424.00 as per exhibit A, which is attached to this resolution and incorporated herein by reference, and that funds are hereby appropriated as per the said exhibit.

BE IT FURTHER RESOLVED, That contract with ENSCOR, LLC Incorporated in the amount of \$492,203.46 for the installation of sanitary sewer improvements for the Division of Corrections is hereby approved and funds are appropriated from account no. 956-350104-6637, outside contracts.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the said contract on behalf of Shelby County Government for the purposes herein contained, an executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That an extra work allowance in the amount of \$49,220.54 is hereby established and that the County Mayor is hereby authorized to execute change orders as may be required during construction.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in the amount not to exceed \$541,424.00 for the purposes contained in this resolution and to take proper credit in their accounting therefor.

\_\_\_\_\_  
A C Wharton Jr., County Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk of County Commission

ADOPTED \_\_\_\_\_

Shelby County Division of  
Corrections  
Budget Amendment FY08

Exhibit A

Account No.	Description	Current Budget	Changes	Revised Budget
<u>Fund 956-Org.-350104 Selected Accounts</u>				
9999	Planned Fund Balance Change	-	(541,424.00)	(541,424.00)
6637	Outside Contracts	<u>806,526.00</u>	<u>541,424.00</u>	1,347,950.00
	Net Budget		<u><u>541,424.00</u></u>	



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2008

PRODUCER (901)312-5300 FAX (901)853-9943  
Harris Madden & Powell, Inc.  
1770 Kirby Parkway  
Suite 320  
Memphis, TN 38138

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ENSCOR, LLC  
5566 Commander Drive  
Arlington, TN 38002

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: St Paul Travelers Prop &amp; Cas

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	C07992C354	11/10/2007	11/10/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	8107992C354	11/10/2007	11/10/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	CUP7992C354	11/10/2007	11/10/2008	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 3,000,000
					\$
					\$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB7992C354	11/10/2007	11/10/2008	WC STATU-TORY LIMITS OTH-ER
	E.L. EACH ACCIDENT \$ 500,000				
	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
	E.L. DISEASE - POLICY LIMIT \$ 500,000				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
	If yes, describe under SPECIAL PROVISIONS below				
A	OTHER INSTALLATION FLOATER	QT6608177A772	11/10/2007	11/10/2008	\$1,000,000 LIMIT
	\$5,000 DEDUCTIBLE				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Shelby County Correction Center Sanitary Sewer Improvements

## CERTIFICATE HOLDER

Shelby County Government

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joseph Madden III/COKET



## CONTRACT BOND (Corporation)

KNOW ALL MEN BY THESE PRESENTS, That we, ENSCOR, LLC a corporation organized under the laws of the State of Tennessee and licensed to do business in the State of Tennessee, as Principal, and Liberty Mutual Insurance Company a corporation organized and existing under the laws of the State of MA with authority to do business in the State of Tennessee, as Surety, are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of Two Hundred Three and 46/100 DOLLARS (\$492,203.46), lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work designated as SHELBY COUNTY CORRECTION CENTER SANITARY SEWER IMPROVEMENTS, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purposes of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, sub-contractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation, for the recovery of any such money ON OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE REQUIRED ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2008.

IN WITNESS WHEREOF, We have duly executed the foregoing obligation this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2008

Corporate Name:

ENSCOR, LLC

President

Attest:

Secretary

FOR SHELBY COUNTY GOVERNMENT:

Mayor of Shelby County, TN

Director of Public Works, Corrections

SURETY Liberty Mutual Insurance Company (Seal)

BY: Joseph Madden III (Seal) Attorney in Fact

BY: Joseph Madden III (Seal) Attorney in Fact

APPROVED AS TO FORM:

County Attorney

State of Tennessee

County of Shelby

I, Wendy L. Flinn, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph Madden III who is to me personally known to be the same person who signed the above and foregoing instrument as the Attorney in Fact for Liberty Mutual, appeared before me this day in person and acknowledged that he signed the name of Joseph Madden III thereto, as his Principal and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial Seal the 22nd day of April, A.D. 2008.

